

AMENDMENT NO.1

INTERLOCAL COOPERATION CONTRACT NO. LES201703030855

This Amendment No. 1 (Amendment) to the Interlocal Cooperation Contract for crime laboratory services is entered into between the Department of Public Safety (DPS) and the City of Austin, Austin Police Department (APD).

I. Background

- a. DPS and APD executed Contract No. LES201703030855 on April 9, 2017.
- b. DPS and APD agree to amend the Contract as provided for in Section VII, *Modification of the Agreement*, and as noted in this Amendment.

II. Amendments

- a. Section IV, *Contract Amount*, is amended to read as follows.

The total amount of this Agreement will not exceed \$3,999,144. The total projected contract amounts for each contract year are listed below and further identified in Exhibit B, as amended.

Year 1 - \$727,568
Year 2 - \$747,681
Year 3 - \$789,607
Year 4 - \$841,955
Year 5 - \$892,333

- b. Exhibit B is replaced with Amended Exhibit B, attached to this Amendment.

III. Terms and Conditions

- a. This Amendment and the Contract, as amended, represent the entire agreement between the parties. Except as amended, all provisions of the Contract remain in full force and effect according to the terms and conditions contained in the Contract.
- b. This Amendment is effective as of the date of the last party to sign.

AMENDED EXHIBIT B
PROJECTED COSTS

	Year 1	Year 2	Year 3	Year 4	Year 5
Forensic Scientist I salary (new hires)	\$3,615.69	\$3,861.55	\$4,124.13	\$4,619.02	\$4,933.11
Number of FTEs*	8	8	8	8	8
Crime Lab Evidence Tech	\$3,196.80	\$3,414.18	\$3,414.18	\$3,414.18	\$3,646.35
Number of FTEs	1	1	1	1	1
Forensic Scientist V salary (Trainer)	\$5,233.11	\$5,233.11	\$5,233.11	\$5,233.11	\$5,726.42
Number of FTEs	1	1	1	1	1
Lab Section Supv III Ser/DNA	7,989.51	7,989.51	7,989.51	7,989.51	7,989.51
Number of FTEs	1	1	1	1	1
Base Salaries	\$544,139.28	\$570,350.40	\$595,558.08	\$643,067.52	\$681,925.92
Benefits @ 29% of salary	\$157,800.39	\$165,401.62	\$172,711.84	\$186,489.58	\$197,758.52
TOTAL SALARY AND BENEFITS	\$701,939.67	\$735,752.02	\$768,269.92	\$829,557.10	\$879,684.44
Estimated Annual training costs (QAS CPE)	\$8,250.00	\$8,250.00	\$8,250.00	\$8,250.00	\$8,250.00
Equipment expense (computers)	\$13,800.00	\$0.00	\$9,200.00	\$0.00	\$0.00
Administrative costs (0.5%)	\$3,578.70	\$3,678.76	\$3,887.35	\$4,147.79	\$4,398.42
FTE Total	11	11	11	11	11
Annual Total (Not to Exceed)	\$727,568	\$747,681	\$789,607	\$841,955	\$892,333

Contract Total \$3,999,144

Assupmtions:

- Contract will begin on/about 04/01/17
- New hires will be producing forensic biology cases after 4 months of training.
- *Only four Analysts will be hired in year one. Additional Analysts hired as training/need allow.
- See Exhibit C called APD3yearplan for more information.
- Two personnel with prior training will be producing forensic biology cases at the start of the contract
- The Forensic Scientist V will be hired to perform the training.
- The Laboratory Supervisor/Quality Manager will be Jody Koehler.

	Year 1	Year 2	Year 3	Year 4	Year 5
desktop computer	\$1,100.00		\$1,100.00		
Tablet PC	\$1,200.00		\$1,200.00		
sum/FTE	\$2,300.00		\$2,300.00		
# FTE	6		4		
Total	\$13,800.00	\$0.00	\$9,200.00	\$0.00	\$0.00

will fill 6 FTE year one



MEMORANDUM

**City of Austin
Financial & Administrative Services Department
Purchasing Office**

DATE: August 17, 2017
TO: Memo to File
FROM: Erin D'Vincent, Procurement Specialist IV
RE: MA 8700 NI170000019

The RCA for this contract was written and approved for \$3,999,144. Within the actual contract itself between DPS and APD, the contract amount is identified as \$3,994,521, but the yearly amounts listed below the total amount and the amounts identified in Exhibit B all add up to \$3,999,144. In order to have the full amount authorized by Council an amendment will need to be processed.

At this time and in the interest of encumbering funds in this fiscal year, the contract will be executed for the amount in the contract, \$3,994,521 and once the amendment has been executed between both parties the MA will be increased to match the RCA amount.

**STATE OF TEXAS
TRAVIS COUNTY**

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is entered into between the governmental entities in Section I (Contracting Parties) under the authority of the Texas Government Code, Chapter 791 (the Interlocal Cooperation Act).

I. CONTRACTING PARTIES AND NOTICE ADDRESSES

Any notice required or permitted under this Agreement will be in writing and will be directed to the parties as designated below and will be deemed given: (1) when delivered in hand and a receipt granted; (2) when received if sent by certified mail, return receipt requested; (3) upon three business days after deposit in the United States mail; or (4) when received if sent by confirmed facsimile or confirmed email.

Either of the parties may change its address or designated individuals to receive notices by giving the other party written notice as provided in this section, specifying the new address or individual and the date upon which it will become effective.

The Receiving Entity: **The City of Austin, Austin Police Department (APD)**

C/O Brian Manley, Chief of Police
701 E. 8th Street, Austin, TX 78701
Telephone: 512-974-5030
Email: Brian.Manley@austintexas.gov

Cc: City of Austin Law Department
C/O Chris Coppola, Assistant City Attorney
P.O. Box 1088, Austin, TX, 78767-1088

The Performing Agency: **Department of Public Safety (DPS)**

Crime Laboratory Services
C/O Brady Mills
5800 Guadalupe St., Austin, TX 78752
Telephone: 512 424-7151
Email: Brady.Mills@dps.texas.gov

Cc: Department of Public Safety, Office of General Counsel
C/O Meghan W. Frkuska, Managing Attorney—Contracting
P.O. Box 4087, Austin, TX 78773-0140

II. STATEMENT OF SERVICES

- A.** The Crime Laboratory Service of DPS will provide forensic biology and DNA analysis of evidence submitted by APD. DPS will assign the services of seven full time equivalents (FTEs) to perform training, analysis, or DNA data review under this Agreement. Those FTEs will consist of a DNA/Quality Manager, Trainer, four Analysts, and one Laboratory Technician. The FTEs will be employees of DPS. The assigned DPS FTEs will work on APD cases awaiting forensic biology and DNA analysis, as long as this Agreement is in place.
- B.** DPS may hire up to four additional Analysts under this Agreement as training and workload allow.
- C.** DPS will begin working forensic biology cases for APD upon contract award and will issue reports for forensic biology and DNA cases as outlined in Exhibit C titled: "APD Three- Year Plan."
- D.** APD currently has three Biology/DNA personnel on staff. DPS will train those personnel to perform forensic biology and DNA analysis according to DPS policies and procedures. DPS will supervise those personnel on a daily basis and assign their responsibilities within the Laboratory. DPS will evaluate the performance of those personnel and report to APD as requested.
- E.** DPS recognizes that APD has a backlog of forensic biology and DNA cases that require analysis which APD is outsourcing to other vendors. One DPS FTE indicated in Section II. A will be assigned to the data review of outsourced APD cases for as long as the need exists and the Agreement is in place. If there is no data review work to be performed, the FTE will perform APD casework as indicated in Section II.A.
- F.** APD will submit cases to DPS for forensic biology and DNA analysis by following the published evidence submission guidelines outlined in the Physical Evidence Handbook (PEH). Section PEH-02-04A, regarding submission of DNA cases, is attached as Exhibit A.
- G.** APD will have the authority to prioritize the DNA cases it submits for analysis under this Agreement. APD will designate a single individual who will coordinate with the DPS DNA Manager or their designee, for purposes of case management.
- H.** DPS will pay any fees or costs associated with testimony given in any judicial proceeding in connection with services provided by DPS pursuant to the provisions of this Agreement.
- I.** Cases submitted to DPS from APD under this Agreement will not be outsourced to a lab outside of the DPS Laboratory System for analysis.

III. BASIS FOR CALCULATING REIMBURSABLE COSTS

This is a cost reimbursement agreement. APD will pay for the salary, benefits, and training of the FTEs identified in Section II. A. in an amount not to exceed that identified in the Exhibit B, Projected Costs. APD will pay for equipment and administrative expenses in an amount not to exceed that identified in Exhibit B. Administrative expenses for the first contract year are due to DPS upon contract award. Thereafter, administrative expenses will be due to DPS annually, at the beginning of each contract year. APD will not be responsible for additional costs except those specifically delineated in Exhibit B of this Agreement.

IV. CONTRACT AMOUNT

The total amount of this Agreement will not exceed \$3,994,521. The total projected contract amounts for each contract year are listed below and further identified in Exhibit B.

- Year 1 - \$727,568
- Year 2 - \$747,681
- Year 3 - \$789,607
- Year 4 - \$841,955
- Year 5 - \$892,333

V. PAYMENT FOR SERVICES

- A. APD will pay DPS for all costs of services associated with the FTEs assigned under this Agreement, as identified in Exhibit B, through interagency transaction vouchers.
- B. APD will pay for services received from appropriation items or accounts of the City of Austin from which like expenditures would normally be paid, based on vouchers drawn by APD payable to DPS.
- C. DPS will submit invoices on the tenth day of each month to APD, detailing all fees for services provided in the preceding month under this Agreement. Invoices will be submitted electronically to APD in Adobe PDF format. Invoices will be accompanied by a breakdown of the services and fees reflected in the invoices in Microsoft Excel format. APD will pay DPS the invoiced fees within 30 calendar days of receipt of the invoice, unless APD disputes the invoiced amount within 30 days of receipt of the invoice.
- D. Payments received by the Performing Agency will be credited to its current appropriation items or accounts from which the expenditures of that character were originally made.

VI. EFFECTIVE DATE

This Agreement will commence upon execution by both Parties and will terminate five years from the date of execution.

VII. MODIFICATION OF THE AGREEMENT

This Agreement may not be modified or amended without written agreement from both Parties.

VIII. TERMINATION

Either party may terminate this Agreement with 30 days' advance written notice. Upon notice, DPS will immediately discontinue all services and deliver to APD all reports, whether complete or incomplete at the time of notice. APD will reimburse for all services performed up to the termination date.

Both Parties understand and agree that funds are contingent upon the availability of appropriated funds. APD will provide DPS with 30 days' written notice if the funds are no longer available.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective parties.

RECEIVING ENTITY
City of Austin, Austin Police Department



Rey Arellano
Assistant City Manager

4/6/17

Date

PERFORMING AGENCY
Department of Public Safety



Steven C. McCraw
Director

4/9/17

Date



EXHIBIT A

See separate document titled PEH-02-04A.

EXHIBIT B

See separate document titled APD-DPS FY 17-21.

EXHIBIT C

See separate document titled APD Three-Year Plan.



INTRODUCTION

The DPS Crime Laboratories test and examine evidence received from more than 2,000 Law Enforcement Agencies statewide. In recent years, biological evidence and DNA testing have been very successful in matching individuals to crime scene evidence. Due to this success, the number of biology/DNA cases submitted to the Crime Laboratory continues to rise. This has resulted in an increased turnaround time for DNA cases to be completed. The Laboratory is instituting a number of changes in order to reduce the time to complete DNA cases and, therefore, better serve our customers in the criminal justice system.

Some of the changes being implemented include: increased automation, additional DNA personnel, streamlined procedures, and the case acceptance policy provided below. Only with all of these changes will the Laboratory be able to provide the timely service that our customers deserve.

POLICY

The Crime Laboratory will limit the type of cases analyzed for DNA evidence and will limit the number of items or samples that can be submitted for a case based on the type of offense committed. For all cases accepted, the number of items that will be tested in each case will be limited to the minimum number necessary to answer the relevant questions in the case. It is imperative that agencies submit DNA evidence as soon as possible after it has been collected so that the Laboratory can provide timely service.

- The Laboratory does not accept paternity cases.
- The laboratory does not perform DNA testing on drugs or drug paraphernalia.
- Evidence of "touch" DNA including swabs of: steering wheels, shift knobs, door handles, switches, counters, keys/locks, ammunition/cartridge cases, prints/smudges, etc., will not be accepted.

SAMPLE SUBMISSION LIMITS

The type and number of items or samples that will be accepted will be based on the type of offense.

Reference Samples

The known standards from suspects, victims, or elimination standards (including consensual sex partners) will not count against the number of items that may be submitted. These standards should be collected during the initial investigation, packaged separately from the evidence, and should be submitted at the same time as the evidence if possible.

Burglary or Property Crimes

Submission is limited to two (2) items. These must be swabs of blood from the crime scene or items/swabs of items left at the scene such as: cigarette butts, clothing, gloves, or drink containers. More than two items may be accepted if the circumstances (such as multiple perpetrators) dictate the need for additional analysis.

Sexual Assaults

The initial submission will be limited to the sexual assault evidence collection kit, one pair of underwear, and one condom (if applicable). If the kit is positive, no additional submissions



will be allowed unless circumstances (such as multiple perpetrators) dictate the need for additional analysis.

If the SA kit is negative, a second submission of up to five (5) items such as clothing or bedding will be accepted.

Homicides

The initial submission of biological evidence is limited to ten (10) items which the investigator and/or D.A. believe will be informative. It is recommended that the investigating agency have a conference, either in person or electronically, with the Laboratory prior to evidence submission to determine which items will be most probative to the case.

Serology screening and/or testing will be performed on the ten items in the first submission and the five (5) samples which indicate the highest chance for success will be forwarded for DNA testing. If informative results are obtained, additional items will not be examined unless circumstances (such as multiple perpetrators) dictate the need for additional analysis. If informative results are not obtained from DNA analysis of the first five samples then the second five will be tested.

If no informative results are obtained from the items in the first submission, then a second submission of ten (10) additional items will be allowed. Those items will be processed as above.

- A written request from the Prosecutor, including sufficient justification, must be received by the Laboratory before any decisions on performing additional testing will be considered once informative results have been obtained.
- Additional samples will not be tested to merely disprove all possible scenarios.

Other Crimes Against Persons

Submission is limited to two (2) items. Submission/analysis of additional items will be determined on a case by case basis with the respective laboratory.

DNA Analysis for Court

The Laboratory understands the evolving nature of criminal investigations and court schedules, however fulfilling requests for extremely short turnaround times are not possible from a laboratory standpoint without severe negative impacts to the timeliness of other case reports. The Laboratory cannot provide accurate and complete information without sufficient time to perform the testing and review the results. Notice must be given to the Laboratory at least 60 days prior to the date the results are needed for court purposes. This will allow the laboratory to perform the analyses in the most effective manner.



Physical Evidence Handbook

DRN: PEH-02-04A

Criteria for DNA Evidence Submission

Preparer

Forrest W. Davis
Quality Assurance Coordinator

Date: 04/19/2012

Concurrence

D. Pat Johnson
Laboratory Director

Date: 04/24/2012

Version #	Effective Date	Brief Description of Change(s)
00	05/16/2012	Original Issue

[05/16/2012]

The most current copy of The Physical Evidence Handbook is available at:
<http://www.txdps.state.tx.us>

Uncontrolled Document

**EXHIBIT B
PROJECTED COSTS**

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				Contract Total	\$3,999,144.16

Assumptions:

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- See Exhibit C called APD3yearplan for more information.
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sum/FTE	\$2,300.00		\$2,300.00		
# FTE	6		4		
Total	\$13,800.00	\$0.00	\$9,200.00	\$0.00	\$0.00

will fill 6 FTE year one

Exhibit C APD Three Year Plan

Analyst	Reports To			Reports To			Reports To		
	Apr-17	Turn-Around	May-17	Jun-17	Turn-Around	Jul-17	Turn-Around	Be Released	
	Be Released	Time in Days	Be Released	Time in Days	Be Released	Time in Days	Be Released	Time in Days	
Alejandra Gil	FB-only	20 30 FB only	FB-only	20 30 FB only	FB-only	20 30 FB only	FB-only	20	
Elizabeth Rahman	FB	20 30 FB only	FB	20 30 FB only	FB	20 30 FB only	FB	20	
Claire McKenna	RIT		RIT		RIT		RIT		
Analyst 1			Hired				FBT		
Analyst 2			Hired				FBT		
Analyst 3			Hired				FBT		
Analyst 4			Hired				FBT		
Analysts 5-8 TBD									
Trainer			Hired						
Technician			Hired						
Total Reports Released		40			40		40	40	

Definitions:

FB=Screening casework (includes male screening)

FBT=Screening Training

DT= DNA Training

RIT=DNA Interpretation and Review Training

DIR=DNA Interpretation and Review

DNA=DNA casework

Cases screened by current APD staff will need to be outsourced for DNA analysis until those analysts are fully trained in screening and DNA casework. If DNA cases are not outsourced, the DNA portion will go into the regular DPS queue which currently has a turnaround time of 138 days. The Training Coordinator will need to be a senior analyst (at least 3 years of experience). **Total Reports Released includes review of outsource data and cases screened/written up internally. Each case will typically have at least 2 reports. 0**

Exhibit C APD Three Year Plan

Turn-Around Time in Days	Reports To		Turn-Around Time in Days	Jan-18	Reports To		Turn-Around Time in Days	Feb-18	Reports To		Turn-Around Time in Days	Mar-18	Reports To	
	Be	Released			Be	Released			Be	Released			Be	Released
30 FB only	FB	20	30 FB only	DT			DT				DT			
30 FB only	FB	20	30 FB only	DT			DT				DT			
	30 DIR	30		30 DIR	30		30 DIR	30		30 DIR	30			30
	FBT			Training			Training				Training			
	FBT			FBT			FB	20	30 FB only	FB				20
	FBT			FBT			FB	20	30 FB only	FB				20
	FBT			FBT			FB	20	30 FB only	FB				20
		70			30			90						90

Exhibit C APD Three Year Plan

Turn-Around		Reports To		Turn-Around		Reports To		Turn-Around		Reports To	
Time in Days	Apr-18	Be Released	Time in Days	May-18	Be Released	Time in Days	Jun-18	Be Released	Time in Days	Jul-18	Be Released
	DT			DT			DT			DT	
	DT			DT			DT			DT	
30	DIR	30	30	DIR	30	30	DIR	30	30	DIR	30
	Training			Training			Training			Training	
30	FB only	20	30	FB only	20	30	FB only	20	30	FB only	20
30	FB only	20	30	FB only	20	30	FB only	20	30	FB only	20
30	FB only	20	30	FB only	20	30	FB only	20	30	FB only	20
		90			90			90			90

Exhibit C APD Three Year Plan

Turn-Around Time in Days	Reports To										
	Aug-18	Be Released		Sep-18	Be Released		Oct-18	Be Released		Nov-18	Be Released
	DT		DT		DT		DT		DT		
	DT		DT		DT		DT		DT		
30	DIR	30									
	Training			Training			Training			Training	
30	FB only	20									
30	FB only	20									
30	FB only	20									
		90			90			90			90

Exhibit C APD Three Year Plan

Turn-Around Time in Days	Dec-18	Reports To Be Released	Turn-Around Time in Days
	DT		
	DT		
30	DIR	30	30
	Training		
30	FB only	20	30
30	FB only	20	30
30	FB only	20	30

90